

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ALEX JONES, et al.,

Plaintiffs,

v.

ST. PAUL FIRE & MARINE
INSURANCE COMPANY,

Defendant.

CASE NO. C15-531 MJP

ORDER DENYING PLAINTIFFS'
MOTION FOR PARTIAL
SUMMARY JUDGMENT

THIS MATTER comes before the Court on Plaintiffs' Motion for Partial Summary Judgment. (Dkt. No. 30.) Having considered the Parties' briefing and the related record, the Court DENIES the motion.

The Court first notes that because Plaintiffs' motion asks the Court to revisit its conclusion that attorney Douglas Anderson was not covered as an appointed official under the insurance policy at issue—the conclusion that formed the basis for the Court's fraudulent joinder finding—Plaintiffs' motion is perhaps more accurately considered an untimely motion for

1 reconsideration. (See Dkt. No. 27.) Nevertheless, the Court addresses Plaintiffs' motion on the
2 merits.

3 Plaintiffs move for summary judgment that attorney Douglas Anderson was an appointed
4 official of Grant County and thus was covered under the insurance policy at issue in this case.
5 (Dkt. No. 30 at 1.) Plaintiffs argue that the phrase "appointed official" is not defined in the
6 policy and that under the ordinary meaning of the phrase, Mr. Anderson should be considered an
7 appointed official. (Id. at 2-4, 8-15.) In support of their position, Plaintiffs cite to various county
8 documents and provisions of Washington law that refer generally to the public defense. (Id.)

9 The insurance policy covers "amounts any protected person is legally required to pay as
10 damages," and defines "protected person" to include, among others, WRCIP and its member
11 counties, the "elected or appointed officials" of WRCIP and its member counties, and the
12 "employees" of WRCIP and its member counties. (Dkt. No. 16-6 at 2, 5.) The policy defines
13 "employee" to exclude independent contractors, but does not define "elected or appointed
14 official." (Id. at 5.) Under the "volunteer worker" subsection of the "Who is Protected Under
15 This Agreement" section, the policy differentiates between independent contractors and
16 appointed officials, stating "'volunteer worker' means any person who performs duties related to
17 the conduct of your operations, other than an employee, any of your elected or appointed
18 officials...or any independent contractors." (Dkt. No. 16-6 at 6.)

19 As this Court has already determined, (Dkt. No. 27), Mr. Anderson was an independent
20 contractor and not an appointed official, and therefore was not covered under the policy:

21 The policy excludes independent contractors from coverage and differentiates
22 between independent contractors and appointed officials, and Plaintiffs fail to
23 explain why Mr. Anderson should otherwise be considered an "appointed
24 official." Furthermore, there is good reason to conclude that Grant County (and,
by extension, WRCIP) specifically did not insure Mr. Anderson: Mr. Anderson's
contract with Grant County required him to maintain private malpractice

1 insurance, to name the county as a co-insured, and to indemnify, defend, and hold
2 harmless Grant County (as well as Grant County's "appointed officers") against
negligence liability and other costs. (Dkt. No. 16-4 at 15-16.)
3 (Dkt. No. 27 at 4-5.)

4 The Court again concludes that Mr. Anderson was not an appointed official, and thus was
not covered under the policy. Plaintiffs' Motion for Partial Summary Judgment (Dkt. No. 30) is
5 DENIED.

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7 The clerk is ordered to provide copies of this order to all counsel.

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9 Dated this 16th day of September, 2015.

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13 Marsha J. Pechman
14 Chief United States District Judge